

Master Contract
between the
Diagonal Education
Association
and the
Diagonal Community
School District

2006-07

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PREAMBLE

The Diagonal Community School District ("district" or "employer") and the Diagonal Education Association ("association"), on behalf of the employees it represents, as defined in Article 1 herein, declare that providing the highest quality education possible for the students of the District is their mutual desire and goal.

The parties have reached certain understandings regarding salaries, benefits, hours and conditions of employment, as set forth hereafter.

ARTICLE 1

RECOGNITION

1.1 Recognition of the Association

The District recognizes the Association, an affiliate of the Iowa State Education Association and the National Education association, as the certified sole and exclusive collective bargaining representative, as set forth in Public Employment Relations Board Case No 4247, dated September 18, 1991, for the following employees:

INCLUDED: All professional employees of the District including teachers, counselors, librarians, certificated federal program instructors and coaches. Coaches to include: all certified coaches who hold a full or part time teaching position in the Diagonal Community School

EXCLUDED: Superintendent, principals and all nonprofessional employees and all others excluded by Section 4 of the Act.

Nonprofessional/classified employees to include bus drivers, cooks, custodians, paraprofessional, secretaries, nurse.

1.2 Definitions

- A. The term "employee" as used in the Agreement, shall mean all professional employees described in Section 1.1 above.
- B. The term "board" shall mean the Board of Education of the District or its duly authorized representatives.
- C. The term "association" shall include the Association or its duly authorized representatives.
- D. The term "nurse " shall mean a registered nurse.
- E. Serious illness, as used in Article 11, Section 2, Emergency Leave, shall be defined as an illness or accident requiring emergency room medical attention, outpatient clinic treatment, hospitalization and/or doctor's office visit.

ARTICLE 2

GRIEVANCE PROCEDURES

2.1 Prompt and Informal Resolution

The purpose of this Article is to provide a mutually acceptable method for the prompt and informal resolution of an alleged grievance.

2.2 Definitions

A "grievance" is a complaint by an employee, group of employees or the Association that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement. An "aggrieved person" includes the person or persons or the Association representative filing the grievance. "Days" means normal school day, excluding weekends, holidays and vacation days.

2.3 Procedures

An aggrieved person shall comply with the following procedures:

Level 1: The aggrieved person shall submit a written grievance with the appropriate principal within then (10) days after the grievance arose or, if the principal is absent during such period, within three (3) additional days after his/her return to duty. The principal shall respond within five (5) days.

Level 2: If the grievance is not satisfactorily resolved, the aggrieved person shall, within five (5) days of the principal's response, file a written grievance with the Superintendent on the form set forth in Attachment 1. The Superintendent shall meet with the aggrieved person and, at the aggrieved person's option an Association representative, within ten (10) days of receipt of the grievance to discuss it. The Superintendent shall answer the grievance in writing within ten (10) days of such meeting.

Level 3: If the grievance is not satisfactorily resolved, it may be appealed to arbitration by the Association, with the concurrence of the aggrieved person(s), by written notice to the District within thirty (30) days of receipt of the Superintendent's answer. Within ten (10) days thereafter, the Association and the District shall meet to attempt to agree on an arbitrator. Failing agreement, a written request shall be made to the Federal Mediation and Conciliation Service for a panel of seven (7) arbitrators.

The parties shall alternatively strike from such list and the remaining arbitrator shall hear and decide the grievance. The arbitrator shall issue an award, containing findings of fact, reasoning and conclusions, within thirty (30) days after the conclusion of the hearing. The arbitrator shall have no authority to add to, subtract from, or otherwise modify the provisions of this Agreement. The arbitrator's award shall be final and binding on the parties. The costs of arbitration, excluding the costs of representatives of the parties, shall be equally borne by the parties.

2.4 Personnel Files

Grievances shall not be kept in employees personnel files.

2.5 Privacy of Meetings

All meetings described in Section 2.3, Levels 1 and 2, shall be conducted in private.

2.6 Time lines

If the stipulated time lines contained in this Article are not met by the grievant, the grievance shall be deemed dropped. If the stipulated time lines contained in this Article are not met by the employer, the grievant shall have the right to proceed to the next step of the procedure. The time lines may be extended or reduced by mutual agreement.

2.7 No Reprisals

No reprisals will be taken by the District against an employee because of his/her participation in the grievance procedure.

2.8 Processing of Grievances

All grievance shall be investigated and processed on employees non-working time. Level 1 grievances may be discussed at times that do not interfere with employees assignments.

ARTICLE 3

ASSOCIATION RIGHTS

3.1 Use of Facilities

The Association, through its officers, may request from the Superintendent or his/her designee, the use of the employer's buildings and duplicating equipment for the purpose of Association meetings and to duplicate Association communications to employees. Such buildings and equipment shall not be used when such buildings and equipment are otherwise in use.

3.2 Communications

The Association shall have the right to post notices of Association meetings, its elections, and the results thereof, its social or education activities and such other notices as may be mutually agreed upon. Such notices may be posted on such bulletin boards as are accessible to and used by employees covered by the Agreement. The Association shall have the right to use the employer's school mail system for the distribution of such communications.

3.3 Board Policies

The president of the Association shall be given written notice of prospective changes in board policies, Series 400 to 406, ten (10) days in advance of any scheduled board action to allow the Association to present an opinion and have it considered.

ARTICLE 4

EMPLOYER RIGHTS

The District shall have in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charter or special act, the exclusive power, duty and right to:

- A. Direct the work of its employees.
- B. Hire, promote, demote, transfer, assign and train employees in positions within the District.
- C. Suspend or discharge employees for proper cause.
- D. Maintain the efficiency of its operation.
- E. Relieve employees from duties because of lack of work or for other legitimate reasons.
- F. Determine and implement methods, means, assignments and personnel by which the District's operations are to be conducted.
- G. Take such actions as may be necessary to carry out the mission of the District.
- H. Initiate, prepare, certify and administer its budget.
- I. Exercise all powers and duties granted to the District by law.

ARTICLE 5

EMPLOYEE RIGHTS

- A. Organize, form, join or assist any employee organization.
- B. Negotiate collectively through representatives of their own choosing.
- C. Engage in other concerted activities for the purpose of collective bargaining or other mutual aid and protection insofar as any such activity is not prohibited by the Iowa Public Employment Relations Act or any other law of the state.
- D. Refuse to join or participate in the activities of the employee organization, including the payment of any dues, fees or assessments, or service fees of any type.

ARTICLE 6

DEDUCTIONS

6.1 Dues

An employee who has, or has applied for, Association membership may sign and deliver to the District an assignment authorizing payroll deduction of local, unit, NEA and ISEA dues on the form set forth in Attachment 2. Such assignment may be revocable on thirty (30) days written notice to the District. Such assignments shall be filed with the District prior to September 10th (tenth). The District shall deduct one-tenth (1/10) of the total dues from employees regular salaries each month for ten (10) months, beginning in September and ending the following June, and remit the same to ISEA. The Association agrees to hold harmless the District, including its board and administration, individually and collectively against all claims, costs, suits, or other liability arising out of the application of this Section.

6.2 Other Deductions

The District agrees to continue its current practice regarding the payroll deduction of annuities and employees insurance contributions.

ARTICLE 7

WORK YEAR AND HOURS

7.1 Work Year Defined

The work year for full-time employees shall be one hundred ninety (190) days including one hundred eighty (180) teaching days, six (6) inservice days and four (4) paid holidays (Labor Day, Thanksgiving, Christmas, and New Year's Day). Part-time employees, working less than one hundred ninety (190) days shall receive inservice days, paid holidays, partial health insurance and sick leave to be prorated according to the time worked. Days added to a teachers contract above one hundred ninety (190) days will be paid at a per diem rate.

7.2 Extracurricular Activities

All employees shall be required to serve as ticket sellers, door or hall supervisors, etc. at extracurricular activities a maximum of four (4) times per year. Reimbursement for the above assignments shall be free admission to Diagonal Community School activities for the employee. Any employee failing to fulfill the assigned duties or not providing a suitable replacement will be subject to a loss of one half (1/2) day pay or personal leave.

7.3 Hours

- A. The normal in-school working hours are from 7:50 A.M. to 3:30 P.M. Employees will be allowed to leave at 3:15 P.M. on Fridays. On days preceding holidays and vacation period, employees shall be released ten (10) minutes after the departure of the students. Teachers may be required to work a normal day on the day preceding the start of summer vacation (the last day of classes for students).
- B. On days when students are scheduled for early dismissal or late start due to inclement weather, the employees work day shall begin twenty (20) minutes before and end twenty (20) minutes after the students shortened day; however, the District may assign enough teachers to supervise students during the normal in-school working hours.
- C. An occasional early departure following student dismissal at 3:15 P.M. may be granted by the building principal.

7.4 Meetings

School meetings shall be held between the hours of 7:45 A.M. and 4:30 P.M.

7.5 Inclement Weather

Classroom teachers at the elementary may be assigned supervision in their rooms during inclement weather when students cannot go outside for noon recess.

ARTICLE 8
WAGES AND SALARIES

8.1 Schedule

The salary of each employee covered by the regular salary schedule is set forth in Schedule 1, attached hereto and made a part thereof.

8.2 Placement of the Salary Schedule

A. Adjustment to the Salary Schedule

Each employee shall be placed on his/her proper step on the salary schedule.

Any employee hired prior to the end of the first (1st) semester of any school year shall be given full credit for that year of service toward the next increment step for the following year.

B. Credit for Experience

Previous teaching experience of teachers coming into the system may be accepted by the Board on the basis of full credit up to a maximum of eight (8) steps being allowed to any teacher new to the system. Such credit may include military teaching experience or alternative civilian teaching service required by the Selective Service System. Such experience may include teaching experience in the Peace Corps, VISTA or the National Teachers Corps.

C. Military Service

Leaves of absence shall be granted for military purposes but not to exceed the enlistment or draft period. Upon completion of military service, the individual is entitled to reinstatement at the same salary he/she would have received had he/she not taken such leave, but subject to the following conditions: that the position has not be abolished; that the individual makes written application for reinstatement to the Superintendent within ninety (90) days after termination of military service; and that the individual submit a discharge other than "dishonorable" from the military service.

8.3 Advancement of the Salary Schedule

A. Increments

Employees shall be granted one (1) vertical step or increment for each year of service until the maximum for their educational classification is reached.

B. Educational Lanes

Employees on the regular schedule who move from one (1) educational lane to a higher educational lane shall move to the corresponding eligible step on the high lane. For an employee to advance from one (1) educational lane to another, he/she shall file suitable evidence of additional educational credit with the Superintendent no later than September 1st (first).

C. For an employee to advance from one (1) educational lane to another, he/she shall file suitable evidence of additional graduate credit with the Superintendent no later than September 1st (first).

8.4 Method of Payment

Each employee shall be paid in twelve (12) equal installments on the twentieth (20th) of each month. If the pay date falls on Saturday or Sunday, checks will be ready on the last school day immediately preceding the specified pay day. Employees desiring direct deposit will submit account information to the district board secretary. It is the responsibility of the employee to notify the district of changes in their account information. Employees participating in direct deposit will split cost making the benefit cost neutral to the district. July and August paychecks will be a paper check and mailed to employees.

8.5 Summer Checks

Summer checks, other than for summer school teachers, shall be mailed to the address designated by the employee.

8.6 Extended Year Contract Rate

A. Teachers contracts will extend over a maximum time of one hundred ninety (190) days with a maximum of one hundred eighty (180) teaching days.

- B. Certified personnel serving on an extended contract will be paid at a monthly rate of one-ninth ($1/9$) of the contract salary or the appropriate part thereof. Those paid one (1) month or one-ninth ($1/9$) of the contract salary shall work twenty-one(21) days; those paid one-half ($1/2$) month or one-eighteenth ($1/18$) contract salary shall work eleven (11) days; and any contract for less than the above shall be paid one-one hundred ninetieth ($1/190$) of the contract salary for the days worked (excluding summer school, driver's education and extra duties).

ARTICLE 9

SUPPLEMENTAL PAY

9.1 Supplemental Salary Schedule

The Salary Schedule for extracurricular duties is attached hereto as Schedule 2 and made a part thereof.

9.2 Travel Allowance

- A. Expenses for approved travel outside the District and travel within the District caused by assignments shall be reimbursed. The rate of reimbursement shall be the rate established by state law. All personnel shall be reimbursed for any travel from the building in which they normally begin their day of service. This does not include travel to and from work and home. School vehicles shall be utilized unless private or public transit is authorized by the Superintendent.
- B. All employees of the District shall be reimbursed for travel expenses incurred for travel authorized by the Superintendent and /or travel incurred under the policies of the Board. The rates for reimbursement shall be for actual expenses incurred for travel plus a rate set by state law for use of a private automobile or other similar conveyance.

ARTICLE 10

INSURANCE

10.1 Health Insurance

The district will implement the following benefit schedule to be used toward health insurance and /or tax-sheltered annuity to be split at the employee's discretion and dispersed by the Board secretary. Part-time employees will be provided payment on a pro rated basis. Anyone may elect a cash option and/or a split of benefit to be determined by the employee. The Board secretary must be notified of said split by September 1st and March 1st of the current contract year.

Years of Employment	Health/TSA/Cash Option
1-5	\$203.74/month
6-10	\$249.83/month
11-15	\$261.95/month
16+	\$275.30/month

10.2 Liability Insurance

All employees shall be covered by a school-financed liability insurance policy covering job-related performance of duties. Employees required to use personal automobiles in their assigned duties shall be covered by Board-paid auto liability insurance after employees' liability insurance is exhausted.

10.3 Coverage

The Board-provided insurance programs shall be for twelve (12) consecutive months.

ARTICLE 11

LEAVES

11.1 Sick Leave

- A. All employees are granted leaves of absence for personal illness or injury with full pay in the following amounts:

1st year of employment	10 days
2nd year of employment	11 days
3rd year of employment	12 days
4th year of employment	13 days
5th year of employment	14 days
6th and subsequent years of employment	15 days

- B. The above amounts shall apply only to consecutive years of employment in the District and unused portions shall be cumulative to a total of one hundred five (105) days. The District may require reasonable evidence for such as a doctor's note for such leave of absence.

Employees shall be advised of accumulated sick leave at the beginning of each school year.

- C. Any teacher/administrator that begins their contract period with 105 sick days and has at least 93 days left at the end of the contract period shall be reimbursed for a maximum of three (3) days at a rate of \$50.00 per day. A request for payment for unused sick leave and/or personal leave must be submitted on a form provided by the district at end -of-year check out.

11.2 Emergency/Funeral Leave

- A. The Board recognizes that certain emergencies may arise which could necessitate an absence not covered by sick leave provisions. Family member's illnesses will be deducted from the employees' emergency/funeral days.

An employee may be granted up to eight (8) days of emergency/funeral leave. The request for approval of the absence must be submitted to an administrator within five (5) days of the beginning of the absence. NO deduction of salary will be made if the absence is approved. Additional days may be granted at the discretion of the District.

- B. Absences for medical appointments will be recorded in hourly increments and deducted from the employee's emergency/funeral leave. An accumulation of seven (7) hours will result in the deduction of one (1) day.

11.3 Personal Leave

- A. For occasional absences for which sick leave or emergency leave does not apply, an employee may be excused to attend to personal business. A maximum of two (2) days per year shall be granted. If a teacher does not use the personal leave they will be reimbursed at the rate of fifty dollars (\$50.00) per day. If reimbursed for the days; the teacher forfeits the right to bank these days as referred to in section C.
- B. The following conditions shall apply to both personal leave days: the employee must submit a request at least three (3) days prior to the day(s) requested, except in case of emergency; personal days also will not be granted at a time when teachers absence may seriously hinder the overall operation of the school (for example--- opening day, closing day, examinations, work days, parent-teacher conference day, report card day, etc.); and personal leave may be taken in half (1/2) day increments.
- C. Unused personal leave may accumulate to a total of five (5) days and may be applied to emergency leave with written request of the teacher and approval of the Board.

11.4 Jury/Witness Leave

Employees will be excused for jury duty. The difference between his/her normal salary and the compensation for jury duty shall be paid. Employees requested by the District to testify in a school-related judicial or administrative proceeding shall be provided time off with pay.

11.5 Association Leave

Up to five (5) days shall be available to an Association member to attend the ISEA Delegate Assembly. Two (2) of the days shall be with pay and three (3) days shall be with the Association paying the cost of the substitute. Notice shall be given to the employee's principal at least three (3) days in advance.

11.6 Professional Leave

Attendance at educational meetings or visiting other schools is permitted at full pay if such absence is approved by the Superintendent. If any teacher or other employee wishes to be absent from duty to attend a professional meeting or to visit schools, a written request for the approval of such absence should be signed by the principal and filed in the personnel office at least three (3) days prior to anticipated absence.

11.7 Military Leave

A leave of absence will be granted for reservists for training purposed but not for a period exceeding a total of thirty (30) days in any calendar year. Leaves for training purposes are granted without loss of pay but employees are expected to take such training during times when the schools are not in session whenever possible.

11.8 Extended Leave

A leave of absence without pay may be granted by the District to any employee.

11.9 Maternity/Adoption Leave

- A. Female employees maternity leave of up to thirty (30) days or until released by the attending physician may be taken from accumulated sick leave. Maternity leave will begin with the actual birth of the child.
- B. Adoption leave of up to fifteen (15) days may be taken from accumulated sick leave.

ARTICLE 12

EMPLOYEE REDUCTION PROCEDURES

- 12.1 In the event the employer determines that employees must be terminated on account of staff reduction and the same cannot be accomplished by normal attrition, the following procedures shall be followed:
- A. Affected employees shall receive written notification by April 15th
 - B. Employees shall be reduced within Grade PreK-5 and 6-12 categories based on all of the following criteria: Employees seniority (length of continuous service since the last date of hire) within the District; depth of preparation and recent training; breadth of certification; successful experience in the District; performance evaluations, as determined by written records; and qualifications for special and extracurricular programs as determined by District needs.
- 12.2 Employees terminated due to staff reduction shall have recall rights to any vacant position for which the employee is qualified and certified for one (1) year from the date of termination. If an employee fails to respond within ten (10) days after receipt of a recall notice, he/she will be deemed to have refused the position offered.
- 12.3 All benefits to which an employee was entitled at the time of his/her termination shall be restored to him/her upon his/her return to employment and the employee will be placed on the proper step of the salary schedule according to his/her experience and education.

ARTICLE 13

HEALTH AND SAFETY PROVISIONS

13.1 Physical Fitness

Physical examinations shall be required of all certified personnel covered by this Agreement upon their initial appointment. After employment, the employee shall have a physical examination every three (3) years.

13.2 Medication and Medical Functions

No employee shall be required to dispense or administer medication or perform any other medical function except for certified personnel as provided by law.

13.3 First Aid

During the work day the employer shall provide, in each building, properly trained personnel and equipment necessary to ensure proper first aid treatment for employees.

13.4 Equipment and/or Protection Devices

The employer shall provide at its discretion such special equipment or devices as it deems necessary in the performance of assigned duties.

13.5 Reporting Assaults

Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal and after consideration, the police may be advised.

13.6 Locker Search/Bomb Threat

No employee shall be required to do locker searches or search for bombs in the event of a bomb threat or suspicion of weapon or drug possession.

ARTICLE 14

EMPLOYEE EVALUATION PROCEDURES

14.1 Role of the Principal

The principal is responsible for conducting the teacher evaluation program with staff. During the course of the school year, the principal will observe the teaching performance in the classroom and in other professional situations. The principal will also provide opportunities for the teacher to discuss any matters of professional concern.

14.2 Probationary and Non-Probationary Employees

The first three consecutive years of employment of a teacher in the same school district are a probationary period. However, if the teacher has successfully completed a probationary period of employment for another school district located in Iowa, the probationary period in the current district of employment shall not exceed one year. A board of directors may waive the probationary period for any teacher who previously has served a probationary period in another school district and the board may extend the probationary period for an additional year with the consent of the teacher.

14.3 Orientation Procedures

For those individuals developing Individual Career Development plans, orientation to the procedures shall be conducted by September 15 by the superintendent/designee.

For those individuals completing Performance Review, orientation to the procedures shall be conducted by September 15 by the superintendent/designee.

14.4 Individual Career Development Plans

Each teacher shall draft an individual or group career development plan by October 15 of the school year following the conclusion of his/her previous plan.

The evaluator will meet with the teacher to review the plan, jointly modify the plan as needed, and approve the plan within 20 school days of its submission. Both teacher and evaluator will have a copy of the plan.

Modification of the plan can be made any any time by mutual agreement. The teacher and evaluator shall sign and date the modification. The evaluator and the teacher shall establish mutually agreed upon time for an annual conference to review progress in meeting the goal(s) in the plan. At the conclusion of the meeting a copy of the Annual Update shall be signed and dated prior to being placed in the teacher's personnel file.

14.5 Performance Review

Each career teacher shall have a performance review once every three years. Administration reserves the right to increase the frequency of observations with prior notification of the teacher. When a teacher is assigned to more than one building, the teacher shall be assigned one evaluator.

The evaluator shall contact the teacher to establish a mutually agreed upon time to discuss the Performance Review.

14.6 Class Observations During Performance Review

During the school year of the teacher's performance reviews, the teacher shall be formally observed a minimum of two times prior to April 1. All observations shall be conducted between September 1 and April 1. No observation shall be conducted the day before or after a day of vacation. Observations shall be for a continuous length of time no shorter than 30 minutes or longer than 90 minutes.

During the school year of the teacher's performance review, the evaluator and teacher shall mutually agree upon dates for a pre-conference, observation, and post-conference. The pre-conference must be at least two days prior to the observation. The post-conference must be no later than 2 weeks unless either party requests an extension of a later date and in any event such conference shall be held within 30 days of such observation.

Written observation comments shall be reviewed at the post-conference. The evaluator shall sign and date the comments. The teacher shall sign as having been given the opportunity to review the comments and date the comment sheet. The teacher's signature does not necessarily mean agreement with the comments. The teacher shall be provided a copy of the observation comments.

As part of the post conference, the evaluator shall begin to complete the Summative Evaluation by addressing criteria observed (1) during the observation (2) in written materials developed by the teacher, and (3) in the pre- and post conferences. The evaluator shall date each entry on the form and shall check off each criterion that is listed on the form when it is addressed. The teacher shall sign the form and both the teacher and evaluator shall receive copies of the forms.

By the end of November, the teacher and evaluator shall meet to identify the teacher's current status in meeting the eight Iowa Teaching Standards and to discuss the resources and information that could be used in future activities relating to the comprehensive evaluation. Both the teacher and the evaluator shall receive copies of the plan.

The teacher and evaluator shall meet at least two (2) more times before April 1 to review any additional documentation and continue to identify the teacher's status in documenting the eight Iowa Teaching Standards.

By April 15, if the evaluator determines that the teacher has not met all eight standards, then the evaluator shall inform the teacher which standard(s) have not been met and the evaluator and teacher shall jointly determine what information the evaluator needs in order to indicate the teacher meets all eight standards. If another observation is needed, it shall be held by the end April.

14.7 Summative Performance Review

By April 15, the evaluator shall complete the Career Performance Review and arrange a mutually agreed upon date with the teacher to discuss the review. The evaluator shall provide the teacher with a copy of the completed Career Performance Review at least one day prior to the meeting.

For a teacher meeting the Iowa Teaching Standards, the evaluator and the teacher will begin discussion of future career goals that might be included in the next career development plan. Both the evaluator and the teacher shall sign and date the review.

If an evaluator indicates that the teacher is not meeting the expectations of the Iowa Teaching Standards, then those standards not being met must be identified, and the information and evidence used to make this decision will be provided to the teacher. Both the evaluator and teacher shall sign and date the review. The teacher's signature does not necessarily indicate agreement. The teacher shall have the right to attach a written response to this review.

A new career development plan shall be created that focuses only on the Iowa Teaching Standards not met. A performance review shall be held at a mutual agreed upon time within the next twelve months. Both the evaluator and teacher shall sign and date the review. The teacher's signature does not necessarily indicate agreement. The teacher shall have the right to attach a written response to this review.

14.8 Career Teacher Support Procedures

Career teacher support is designed to provide clear intervention for experienced teachers whose job performance has been determined to not meet the Iowa Teaching Standards. The procedures identified within this section are meant to provide a structured process for teachers who have been identified as needing support.

Support Procedures:

The teacher may have a representative at this or any meeting with the evaluator during this process.

The support procedures will begin with a formal meeting between the evaluator and the teacher. During this meeting, the evaluator will convey to the teacher, in writing, the specific behaviors that do not meet the Iowa Teaching Standards and will review documentation supporting this conclusion. The evaluator will present and discuss with the teacher the Plan of Support which identifies actions for the teacher to complete for the purpose of improving performance identified as unsatisfactory.

The Plan of Support will require conferencing with the teacher, observations, a timeline, and follow-up activities.

At the request of the teacher a mentor(s) shall be provided. Participation as a mentor shall be voluntary. The evaluator and the teacher shall mutually select the mentor(s).

The role of the mentor(s) is to use data and information provided by the evaluator and the teacher to assist in developing a planned approach to help the teacher meet the Iowa Teaching Standards. Strict confidentiality will be maintained by the mentor(s). Observations and comments made by the mentor(s) are not reported to the evaluator, and do not become part of the teacher's evaluation. The support provided is targeted solely at helping the teacher improve her or his performance in relation to the Iowa Teaching Standards. The teacher and the mentor(s) shall be provided release time during the regular school day to collaborate.

After the Support Plan has been completed, or upon receipt of a written request from a teacher to discontinue to the process, the evaluator shall make one of the following recommendations:

- * Concern resolved, the teacher returns to the individual career development plan.
- * Progress noted, a new support plan is developed.
- * Concern not resolved, a recommendation will be made to place the teacher on intensive assistance.

The evaluator shall share with the teacher the completed Support Plan Summary including the information and evidence used to make this recommendation. The teacher has the right to respond to the recommendations in writing.

14.9 Representation

The teacher may have a representative present at any meeting involving the performance review or other evaluation.

14.10 Confidentiality

The evaluation report shall be held in strict confidence between school administration and the teacher to the extent permitted by Iowa law.

14.11 Access to Personnel Files

Each employee shall have access to his/her personnel file maintained in the District's central office.

ARTICLE 15

TRANSFER PROCEDURES

15.1 Notification

The District will notify employees, by posting in the office during the school year or certified mail or phone call during the summer months, of vacancies which occur with a minimum of two (2) days notice before a decision will be made unless an emergency situation arises. Employees who desire a change in grade and/or subject assignments or should desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statements shall include the grade and/or subject to which the employee desires to be transferred, in order of preference. Teachers will be notified of reassignments and transfers in a timely manner. The administration receives the right to make assignments.

15.2 Transfer to Administrative Positions

Any employee who transfers to an administrative or supervisory position and who later returns to employee status shall be entitled to retain such rights (including previously accrued seniority) as may have accrued under this Agreement prior to such transfer to administrative or supervisory status.

ARTICLE 16

COMPLIANCE AND DURATION

16.1 Individual Contract

Any individual contract of employment between the employer and an employee covered by this Agreement shall not be inconsistent with the terms of this Agreement, and if any such individual contract is inconsistent with the terms of this Agreement, during its duration, this agreement shall control.

16.2 Separability

If any provision of this Agreement is determined to be contrary to law, then such provision shall not be valid and subsisting, but all other provisions of this Agreement shall remain in full force and effect.

16.3 Printing Agreement

Copies of this Agreement shall be printed at the expense of the Board after Agreement, with the Board of Education format, within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all employees now employed and hereafter employed.

16.4 Complete Agreement

This Agreement constitutes the entire agreement between the parties hereto and any modification of this agreement shall be in writing and duly executed by both parties hereto. Such modifications may be made at any time by mutual agreement. In the absence of such agreement neither party hereto shall have any duty or obligation to bargain with respect to any changes, modifications or additions to the Agreement during its life.

16.5 Duration

This contract shall be effective for one (1) year period for salary beginning July 1, 2006, to and including June 30, 2007. This contract shall be effective for one (1) year period for language beginning July 1, 2006, to and including June 30, 2007.

ARTICLE 17

MENTORING PROGRAM

Definitions:

New Professional Mentoring Program: Diagonal Community School District's program of support and assistance for New Professionals.

New Professional: Any licensed individual in his/her first or second year of teaching. All New professionals must be in the New Professional Mentoring Program.

Instructional Mentor: A teacher who has been trained and assigned to provide assistance to a NEW Professional in the District's New Professional Mentoring Program.

17.1 Wages

A. Instructional Mentor

Each Instructional Mentor shall receive \$500.00 per semester for mentoring one New Professional.

17.2 Model

A. The model Comprehensive Evaluation currently being developed by the Iowa Department of Education pursuant to Section 256.9(51) of the Iowa Code, shall be the basis for negotiating the evaluation to be utilized by the District to determine successful completion of the mentoring program under Chapter 284 of the Iowa Code.

NOTE: This proposal is made for the purposes of opening negotiations on the Comprehensive Evaluation for new employees, and the Association reserves the right to modify the proposal and continue negotiations subsequent to the receipt of the Department of Education Model.

- B. All professional assistance and interaction between the Instructional Mentor and the New Professional shall be confidential. All written and oral comments between the two shall also be confidential. If the Instructional Mentor violates the confidentiality agreement, that mentor shall be removed from the program. The only exception to the confidentiality agreement shall be in the New Professional request that information be shared with the evaluator when all parties are present.
- C. Mentoring assistance and induction plan activities shall not be used in evaluating a New Professional.
- D. Instructional Mentors shall not provide data or testimony in subsequent job renewal, termination, arbitration, or licensure proceedings.
- E. An Instructional Mentor shall not participate in any informal or formal evaluation of a New Professional, nor be requested or directed to make recommendations supporting or denying continued District employment or recommendations for continuation or renewal for licensure of a New Professional.

17.3 Professional Leave

Each Instructional Mentor and each New Professional shall be provided at least one (1) day each quarter of paid professional leave. Such leave may be used in two hour blocks for the purpose of completing induction activities including but not limited to such activities as observing other teachers, conferencing, and individual professional skill development.

17.4 Process for Dissolving Mentoring Partnerships

If a mentor/new professional team experiences difficulty or the professional relationship is not working, either the Mentor or the New Professional may request that a new mentor be assigned. The request shall be granted and a new mentor assigned within ten (10) days.

17.5 Funding

The New Professional Mentoring Program is contingent on funding for the state.

ARTICLE 18

SIGNATURE PAGE

18.1 Signature Clause

In Witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures placed thereon, all on the _____ day of _____, 2006.

DIAGONAL EDUCATION ASSOCIATION

DIAGONAL SCHOOL BOARD OF
EDUCATION

By _____
Its President

By _____
Its President

By _____
Its Chief Negotiator

By _____
Its Chief Negotiator

APPENDIX 1
GRIEVANCE FORM

Distribution of Form

No. _____

- 1. Association
- 2. Employee
- 3. Employer

Step 1: Date Filed

Step 2: Date Filed

Grievant(s)

STEP 2

A. Date Violation Occurred: _____

B. Section(s) of Contract Violated: _____

C. Statement of Grievance: _____

D. Relief Sought: _____

Signature

Date

E. Disposition by Principal or Immediate Supervisor: _____

Signature of Principal/Immediate Sup.

Date

STEP 3

A. _____
Signature of Grievant Date Filed

B. Disposition of Superintendent or His/Her Designee: _____

Signature of Director of Instructional Services Date

STEP 4

A. _____
Signature of Association Representative

B. _____
Date Submitted to Arbitration

APPENDIX 2
AUTHORIZATION FOR PAYROLL DEDUCTION
FOR EDUCATION ASSOCIATION DUES

_____ First Name	_____ Initial	_____ Last Name
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I. DUES

I hereby request and authorize the Board of Education of the Diagonal Community School District as my remitting agent, to deduct from my earning each month until this authorization is changed or revoked as provided herein, a sufficient amount to provide for the monthly payment of the prevailing rate of dues which amount is to be remitted each month from me and on my behalf to the treasurer of:

_____ Name of Local Association	_____ Affiliate of the UniServ, ISEA, NEA
------------------------------------	--

II. OTHER

I hereby request and authorize the Board of Education of Diagonal Community School District as my remitting agent, to deduct from my earning each month until this authorization is changed or revoked as provided herein, the amounts according to the schedule below to be remitted as indicated:

Amount	Pay Schedule	To Be Remitted To
_____	_____	_____
_____	_____	_____
_____	_____	_____

It is understood that this authorization shall begin on the first (1st) payroll period following this date and shall continue through June from the date hereof, and shall thereafter for a successive period of one (1) year unless revoked in writing by a thirty (30) day notice to my employer and to said Association.

_____ Date	_____ Signature
	_____ Social Security Number

Supplemental Salary Schedule
2006-07

Position	Base Salary
AD HS	\$1,200
Girls BB Coach	\$2,695
Girls BB Coach Asst.	\$1,093
Boys BB Coach	\$2,695
Boys BB Coach Asst.	\$1,093
Volleyball	\$1,800
Golf	\$874
Boys Baseball	\$2,549
Girls SB Coach	\$2,549
AD JH	\$511
JH Girls BB	\$950
JH Boys BB	\$950
JH Volleyball	\$800
Spring Play	\$656
Jr. Class Sponsor	\$656
Yearbook Sponsor	\$691
Student Council	\$254
Concession	\$874
Speech Director	\$600
Driver's Ed	\$1,310

Longevity	
5 years	10%
10 years	20%
15 years	30%

2006-07					
Years	BA	BA + 12	BA + 24	BA + 36/MA	MA + 12
1	24500	24500	24500	24500	24500
2	24500	24500	24500	24500	24500
3	26500	25,358	25,358	25,358	25,358
4	27,428	27,500	27,572	27,645	27,717
5	28,154	28,229	28,303	28,378	28,442
6	29,869	29,942	30,016	30,090	30,161
7	30,045	30,120	30,193	30,264	30,338
8	30,120	30,193	30,264	30,338	30,411
9	30,193	30,264	30,338	30,411	30,484
10	30,368	30,441	30,515	30,587	30,661
11	30,441	30,515	30,587	30,661	30,733
12	30,515	30,587	30,661	30,733	30,806
13	30,691	30,764	30,837	30,909	30,984
14	30,764	30,837	30,909	30,984	31,058
15	30,837	30,909	30,984	31,058	31,131
16	31,013	31,087	31,162	31,234	31,309
17	31,087	31,162	31,234	31,309	31,380
18	31,162	31,236	31,309	31,380	31,454
19	31,340	31,414	31,487	31,558	31,632
20	31,414	31,489	31,560	31,633	31,706
21	31,489	31,562	31,635	31,707	31,781
22	31,666	31,740	31,813	31,885	31,959
23	31,740	31,815	31,887	31,960	32,032
24	31,815	31,889	31,962	32,034	32,107
25	31,993	32,067	32,140	32,211	32,285
26	32,067	32,142	32,213	32,286	32,359
27	32,142	32,215	32,288	32,360	32,434
28	32,319	32,393	32,466	32,538	32,612
29	32,393	32,468	32,540	32,613	32,686
30	32,468	32,542	32,615	32,687	32,760